

Southcentral Foundation
PROGRESS REPORT
Iliamna Lake Villages Sub-Regional Health Center
PROJECT NUMBER 0037-DC-2001-I19

Report Period: April 1, 2002 – June 30, 2002

AUG 1 2002

Michelle -
Please file
in project
folders.
Thanks -
Jel

Project Phase: Design

Percentage of Phase Completed:

	<u>Scheduled</u>	<u>Actual</u>
Planning	100%	100%
Design	100%	100%
Bidding	100%	100%

Budget Status:

The project is on budget. See attached financial report for details.

Subcontracts Awarded This Period:

A construction contract was awarded to Paugvik Development Corporation in the amount of \$2,941,832.

Activities:

Construction Bid Documents for the Iliamna Lake Villages Sub-Regional Health Center were completed by the design firm ECI/Hyer on April 24th, 2002. The solicitation for construction bids was issued April 29th and advertised in the Anchorage Daily News on five separate days.

Construction bids were due May 20th but this date was extended until June 3rd, 2002. The bidding period was extended in the expectation that an addendum would be issued to include a sprinkler system in the project. However, delays in getting approval from the State Fire Marshall made it necessary to postpone issuance of the sprinkler design until after the bid award.

Seven bids were received for construction of the Lake Iliamna Health Center. They ranged from a low of \$2,941,832 to a high of \$4,160,000. Paugvik Development Corporation was the low bidder. After reviewing the bid and verifying Paugvik's qualifications SCF issued the Award of Contract effective June 25th, 2002.

The State Department of Environmental Conservation reviewed the plans for the well and wastewater treatment systems for this project and issued an Approval to Construct Certificate on May 28th, 2002.

A Pre-Construction Conference was held with Paugvik, its sub-contractors, and SCF representatives on June 26th. Paugvik provided its bonds and insurance documents at that time. The project schedule was discussed. Paugvik anticipates moving most of the construction materials over the Pile Bay Road and then barging them across Lake Iliamna. Submittal review will be expedited to ensure that the contractor can get the materials to Pile Bay during the high tides in mid-July and August.

The State Fire Marshall completed its plan review and issued a building permit on June 4th. The use of a NFPA 13-R Sprinkler System was also approved. Change Proposal Number 1, to include the sprinkler system, was issued to the contractor at the Pre-Construction Conference on June 26th.

On June 24th, the State of Alaska Department of Community and Economic Development issued a 30 year lease to SCF for the land on which the Lake Iliamna Health Center will be located.

QUARTERLY FINANCIAL REPORT
Iliamna Lake Villages Subregional Health Center - Planning and Design Phase
PROJECT NUMBER 0037-DC-2001-I19

PERIOD COVERED: April 1, 2002-June 30, 2002

	Quarter Ending 9/30/01	Quarter Ending 12/31/01	Quarter Ending 3/31/02	Quarter Ending 6/30/02
Total Project Budget	376,000	376,000	376,000	376,000
Total Denali Commission Funding	50,000	50,000	50,000	50,000
Total Project Expenditures by End of Quarter	49,334	66,119	239,571	389,450
Total Denali Commission Fund Expenditures by End of Quarter	5,200	13,395	50,000	50,000
Percentage of Total Expenditures to Total Budget	13.12%	17.58%	63.72%	103.58%
Percentage of Denali Expenditures to Denali Budget	10.40%	26.79%	100.00%	100.00%

Project Performance Analysis
For Period Ending 6/30/02

	<u>Budget</u>	<u>Expenditures</u>	<u>Obligations</u>	<u>Work Performed</u>	<u>Amount Remaining</u>
Planning/Site Studies/Project Mgt.	80,000	85,475	-	85,475	(5,475)
GeoTech/Survey/Environmental Assessment	29,000	31,775	-	31,775	(2,775)
Design	265,000	270,200	-	270,200	(5,200)
Indirect	2,000	2,000	-	2,000	-
Totals	376,000	389,450	-	389,450	(13,450)

March 25, 2002
 Project No: 1901.00
 Invoice No: 0000003

ARCHITECTURE
 PLANNING
 INTERIORS
 DEVELOPMENT

Chris Kowalkczewski, Project Manager
 Planning For Health
 4420 Edinburgh Drive
 Anchorage, AK. 99515

101 WEST BENSON
 SUITE 306
 ANCHORAGE, AK
 99503

(907) 561-5543
 (907) 562-3213 FAX

Project: Iliamna Clinic
 Professional Design Services for the Iliamna Lake Villages Sub-Regional
 Health Center.
 Professional services through March 31, 2002
 Thank you for selecting ECI/Hyer Inc.



Task: 000 Basic Services

Fee	Amount	Percent Complete	Fee Complete	Current Billing
Schematic Design	47,839.00	100.00	47,839.00	0.00
Design Development	78,382.00	100.00	78,382.00	0.00
Construction Documents	123,391.00	75.00	92,543.25	92,543.25
Total Fee	249,612.00	Total Earned	218,764.25	
		Previous Fee Billing	126,221.00	
		Current Fee Billing	92,543.25	
		Total Fee		92,543.25

Reimbursable Expenses

Reproductions				
3/28/02 Digital Blueprints	Reproductions		668.21	
Postage/Supplies				
3/25/02 Petty Cash	Postage		3.95	
3/25/02 Postage Meter	3/25 Postage		0.34	
3/25/02 DHL Worldwide Express	DHL		22.21	
Total Reimbursables			694.71	694.71

Unit Billing

3/25/02 Photo Copies	66.00 Copies @ 0.20	13.20	
Total Units		13.20	13.20

Billing Limits	Current	Prior	To-date	
Total Billings	93,251.16	127,523.17	220,774.33	
Limit			262,311.00	
Remaining			41,536.67	
			Total this task	\$93,251.16

Total this invoice \$93,251.16

139 E. 51ST AVENUE
ANCHORAGE, ALASKA 99503-7205
TELEPHONE (907) 563-4648
FAX (907) 562-5989

PAN

AMERICAN
CONSULTING
ENGINEERS

STRUCTURAL ENGINEERING
CONSTRUCTION MANAGEMENT

Southcentral Foundation
Attn: Contracts Administrator/560
4501 Diplomacy Drive, Suite #200
Anchorage, Alaska 99508

May 1, 2002

STATEMENT

PROJECT TITLE:

Iliamna Health Center

PROJECT NO:

SCF #01-371-22

DESCRIPTION OF SERVICES:

Comments on 95% drawings and specifications. Meeting with SFF on 95% package. Review of reply to 95% comments.

SERVICES FOR PERIOD 4-01-02 THRU 4-30-02

CIVIL /STRUCTURAL ENGINEERING

L.O. Mathis, P.E., 35.5 hrs. @ \$95/hr. ----- \$ 3,372.50

TOTAL DUE ----- \$ 3,372.50

REIMBURSABLE EXPENSES

Thank You,

L.O. Mathis

L.O. Mathis, P.E.
Pan American Consulting Engineers

ST 5/3/02

April 25, 2002
 Project No: 1901.00
 Invoice No: 0000004

ARCHITECTURE
 PLANNING
 INTERIORS
 DEVELOPMENT

Chris Kowalkczewski, Project Manager
 Planning For Health
 4420 Edinburgh Drive
 Anchorage, AK. 99515

101 WEST BENSON
 SUITE 306
 ANCHORAGE, AK
 99503

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 Health Center.
 Professional services through April 25, 2002
 Thank you for selecting ECI/Hyer Inc.



Task: 000 Basic Services

Fee	Amount	Percent Complete	Fee Complete	Current Billing
Schematic Design	47,839.00	100.00	47,839.00	0.00
Design Development	78,382.00	100.00	78,382.00	0.00
Construction Documents	123,391.00	100.00	123,391.00	30,847.75
Total Fee	249,612.00	Total Earned	249,612.00	
		Previous Fee Billing	218,764.25	
		Current Fee Billing	30,847.75	
		Total Fee		30,847.75

Reimbursable Expenses

Postage/Supplies				
4/25/02 4/25/02 Postage	Postage Meter		0.34	
4/25/02 United States Postal Service	Postage		55.95	
Telephone				
4/25/02 G.C.I.	GCI		2.03	
Permits				
4/25/02 State of Alaska	Iliamna Fire Marshall Review		3,990.03	
Consult Misc Reimbursables				
4/25/02 LCMF	Iliamna Clinic CD's Reimb		28.42	
Total Reimbursables			4,076.77	4,076.77

Unit Billing

4/25/02 24 X 36 Mylar	30.00 Mylars @ 25.00	750.00	
4/25/02 Photo Copies	506.00 Copies @ 0.20	101.20	
Total Units		851.20	851.20

Billing Limits	Current	Prior	To-date	
Total Billings	35,775.72	220,774.33	256,550.05	
Limit			262,311.00	
Remaining			5,760.95	
Total this task				\$35,775.72

Project: 1901.00

Iliamna Clinic

Invoice No: 0000004

Total this invoice \$35,775.72

Outstanding Invoices

Number	Date	Balance
0000003	3/25/02	93,251.16
Total		93,251.16

Total now due \$129,026.88

May 25, 2002
Project No: 1901.00
Invoice No: 0000005

ARCHITECTURE
PLANNING
INTERIORS
DEVELOPMENT

Chris Kowalkczewski, Project Manager
Planning For Health
4420 Edinburgh Drive
Anchorage, AK. 99515

101 WEST BENSON
SUITE 306
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99503

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Project: Iliamna Clinic
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Professional services through May 25, 2002
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Task: 000 Basic Services

Fee	Amount	Percent Complete	Fee Complete	Current Billing
Schematic Design	47,839.00	100.00	47,839.00	0.00
Design Development	78,382.00	100.00	78,382.00	0.00
Construction Documents	123,391.00	100.00	123,391.00	0.00
Total Fee	249,612.00	Total Earned	249,612.00	
		Previous Fee Billing	249,612.00	
		Current Fee Billing	0.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions

4/25/02 Digital Blueprints	Reproductions	1,146.38
4/25/02 Digital Blueprints	Reproductions	20.00
4/25/02 Digital Blueprints	Reproductions	1,713.05
5/25/02 Digital Blueprints	Reproductions	872.35

Postage/Supplies

5/25/02 DHL Worldwide Express	8413067460	54.83
5/25/02 DHL Worldwide Express	8413067526	40.99
5/25/02 DHL Worldwide Express	8413067445	66.36
5/25/02 DHL Worldwide Express	8413067434	66.36
5/25/02 5/25/02 Postage	Postage Meter	3.63
5/25/02 DHL Worldwide Express	8413067412	40.99
5/25/02 DHL Worldwide Express	8413067423	40.99

Misc. Reimb Expenses

5/10/02 5/10/02 Iliamna Bid Proceeds Deposit	Cash and checks received	-3,350.00
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Total Reimbursables

715.93 715.93

Billing Limits

	Current	Prior	To-date
Total Billings	715.93	256,550.05	257,265.98
Limit			262,311.00
Remaining			5,045.02

Total this task \$715.93

Project: 1901.00

Iliamna Clinic

Invoice No: 0000005

Task: 001

Bidding Services

Professional Personnel

	Hours	Rate	Amount
Ericson, Katherine	14.50	52.00	754.00
Hyer, Terry	9.50	120.00	1,140.00
Rountree, Roy	23.50	105.00	2,467.50
Totals	47.50		4,361.50

Total Labor**4,361.50****Reimbursable Expenses**

Reproductions

5/25/02 Digital Blueprints	Greenprints	698.03
5/25/02 Digital Blueprints	Greenprints	502.15

Postage/Supplies

5/25/02 Petty Cash	Postage	4.24
5/25/02 Petty Cash	Postage	4.24
5/25/02 Petty Cash	Postage	12.70

Telephone

5/25/02 G.C.I.	GCI	1.98
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Misc. Reimb Expenses

5/25/02 Petty Cash	Change for Plan Purchase	25.00
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Total Reimbursables**1.12 times****1,248.34****1,398.14****Unit Billing**

5/25/02 Photo Copies	172.00 Copies @ 0.20	34.40
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Total Units**34.40****34.40****Billing Limits**

	Current	Prior	To-date
Total Billings	5,794.04	0.00	5,794.04
Limit			13,200.00
Remaining			7,405.96

Total this task**\$5,794.04****Total this invoice****\$6,509.97****Outstanding Invoices**

Number	Date	Balance
0000004	4/25/02	35,775.72
Total		35,775.72

Total now due**\$42,285.69**

GRIMS LIFE AND R & R

PO BOX 248

ELLAMMA

AK 99584

DATE: 03/26/02

ICNR: 670123379001

TEAM: GMM

S-A-L-E-S D-R-A-F-T

SERVER: 0001

REF: 0523

ECH: 121

CD TYPE: HC

TR TYPE: FR

AMOUNT: \$1320.00

TIP:

TOTAL:

1,320.00

ACCT: 55488/8888817305

EYN: 0163

OP: 004856

AUT: 001 9231

TAX: \$0.00

CARDHOLDER ACKNOWLEDGES RECEIPT OF
GOODS AND/OR SERVICES IN THE AMOUNT OF
THE TOTAL SHOWN HEREON AND AGREES TO
PERFORM THE OBLIGATIONS SET FORTH BY THE
CARDHOLDER'S AGREEMENT WITH THE ISSUER

Tiffany Scott

TOP COPY-REVENUE BOTTOM COPY-CUSTOMER

By FAX Credit Card

3-26-02

SECURITY AVIATION INC.

3600 International Airport Road • Anchorage, Alaska 99502 • (907) 248-2677 • FAX (907) 248-6911
www.securityaviation.alaska.com email: securityaviation@gci.net

All of these
get codes to
01-371-02-
525401 per freight.

No money
left in 20-195-22

DATE: 04/04/02

TIME: 10:36 AM

SECURITY AVIATION
3600 W INTL AIRPORT RD
ANCHORAGE AK
907-248-2677

BATCH : 0294

TERM ID	IA1170*01
ACCOUNT #	5568090000017305
EXP DATE	0103
REF NO	17004001
AUTH NO	006909
TRAN TYPE	SALE
CARD TYPE	MC

TOTAL \$6229.33

SIGNATURE X

Steve O'Neil

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

THANK YOU

TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

I HAVE
1 ON

SECURITY AVIATION INC.

3600 International Airport Road • Anchorage, Alaska 99502 • (907) 248-2677 • FAX (907) 248-6911

www.securityaviation.alaska.com

email: securityaviation@gci.net

Invoice Date	Invoice No.
11/12/2001	8016

Southcentral Foundation
4501 Diplomacy Drive
Anchorage, AK 99508

P.O. No.	Pilot1	Pilot2	Charter Date	A/C Type	A/C ID
#-19331	SV		11/9/2001	C-441	N441SA
Charter Info			Quantity	Rate	Amount
Anchorage - Iliamna (Pickup) - Anchorage					
As Quoted				1,957.13	1,957.13
Federal Excise Tax				7.50%	146.78

Passengers: Kim Kinnebrew
Jon Ross
Chris Kowalczewski
Terry Hyer
Roy Roundtree

Thank You For Flying With Security Aviation!

Total Due: \$2,103.91

Interest may be assessed at 1.5% per month on
invoices more than 30 days past due.

SECURITY AVIATION INC.

3600 International Airport Road • Anchorage, Alaska 99502 • (907) 248-2677 • FAX (907) 248-6911
www.securityaviation.alaska.com email: securityaviation@gci.net

Southcentral Foundation
4501 Diplomacy Drive
Anchorage, AK 99508

Invoice Date Invoice No.
2/22/2002 8320

P.O. No.	Pilot1	Pilot2	Charter Date	A/C Type	A/C ID
	SV		2/21/2002	C-441	N441SA

Charter Info	Quantity	Rate	Amount
Anchorage - Iliamna (Drop Off) - Anchorage			
Cessna Conquest N441SA Dry Rate/Hour	1.6	1,030.00	1,648.00
Conquest N441SA Fuel Rate-75 GPH @ \$2.20	1.6	165.00	264.00
Landing Fee @ Anchorage	1	6.80	6.80
Subtotal			1,918.80
Federal Excise Tax		7.50%	143.91

Passengers: Per Attached Manifest

Thank You For Flying With Security Aviation!

Total Due: \$2,062.71

Interest may be assessed at 1.5% per month on
invoices more than 30 days past due.

SECURITY AVIATION INC.

3600 International Airport Road • Anchorage, Alaska 99502 • (907) 248-2677 • FAX (907) 248-6911
www.securityaviation.alaska.com email: securityaviation@gci.net

Invoice Date Invoice No.
2/25/2002 8322

Southcentral Foundation
4501 Diplomacy Drive
Anchorage, AK 99508

P.O. No.	Pilot1	Pilot2	Charter Date	A/C Type	A/C ID
	SV		2/23/2002	C-441	N441SA

Charter Info	Quantity	Rate	Amount
Anchorage - Iliamna (Pick Up) - Anchorage			
Cessna Conquest N441SA Dry Rate/Hour	1.6	1,030.00	1,648.00
Conquest N441SA Fuel Rate-75 GPH @ \$2.20	1.6	165.00	264.00
Landing Fee @ Anchorage	1	6.80	6.80
Subtotal			1,918.80
Federal Excise Tax		7.50%	143.91

Passengers: Per Attached Manifest

Thank You For Flying With Security Aviation!"

Total Due: \$2,062.71

Interest may be assessed at 1.5% per month on
invoices more than 30 days past due.

STATE OF ALASKA

TONY KNOWLES, GOVERNOR

DEPT. OF ENVIRONMENTAL CONSERVATION
DIVISION OF ENVIRONMENTAL HEALTH
NORTHERN DRINKING WATER/WASTEWATER PROGRAM
610 UNIVERSITY AVENUE
FAIRBANKS, ALASKA 99709-3643
<http://www.state.ak.us/dec/home.htm>

Telephone: (907) 451-5193
Fax: (907) 451-2188
Linda_Taylor@envircon.state.ak.us

File Number: 2645.45.001

June 3, 2002

Mr. David Lundin, P. E.
Hattenburg & Dilley, Inc.
3305 Arctic Blvd., Ste 204
Anchorage, AK 99503

Re: Wastewater Disposal System
Subregional Health Center
Iliamna Lake Villages

Dear Mr. Lundin:

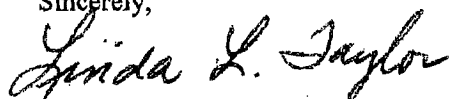
On April 17, 2002 the Anchorage office of ADEC received your submittal requesting construction approval for the above referenced project. On May 8, 2002 your submittal was transferred to the Fairbanks ADEC office for completion of the engineering review. The project consists of the installation of a 1000-gallon two-compartment septic tank followed by an 834 square foot soil absorption area. All requirements of this department have been met. Enclosed is an **Approval to Construct Certificate** for this project.

In order to receive final operational approval; please submit the following upon completion of construction:

1. A set of record drawings for this project.
2. A completed Certification of Construction form (blank enclosed).

Approval of submitted plans is not approval of omissions or oversights by this office or noncompliance with any applicable regulation. The Department's construction approval does not guarantee correctness of functional design or waive the owner's responsibility for continued compliance with state regulations. Within 90 days of completion of this project an accurate set of record drawings must be submitted to the Department. Upon receipt of the record drawings and fulfillment of above stated conditions, Operational Approval will be granted.

Sincerely,



Linda L. Taylor, P.E.
DW/WW Engineer

LT/ XD (G:/eh/engineer/plans/Iliamna Subregional Health Center.doc)

Enclosures: Approval to Construct Domestic Wastewater Disposal System
Certification of Construction Form

Cc: Cindy Christian, ADEC, DW/WW Program Coordinator, Fairbanks

RECEIVED
JUL 30 2002



STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSTRUCTION AND OPERATION CERTIFICATE
FOR
DOMESTIC WASTEWATER DISPOSAL SYSTEMS



A. APPROVAL TO CONSTRUCT

Plans for the construction or modification of Installation of a 1000-gallon 2-compartment septic tank followed by an 834 sq. ft. soil absorption area domestic wastewater disposal system, located in between Illiamna and Newhalen, Alaska, submitted in accordance with 18 AAC 72.200 through 18 AAC 72.235 by David Lundin, P. E., Hattenburg & Dilley, Inc. have been reviewed and are

☒ approved as submitted

☐ conditionally approved (see attached conditions)

Linda L. Taylor
(Reviewing Engineer)

Environmental Engineer
(Title)

May 28, 2002
(Date of Approval)

If applicant fails to construct, alter, install, or modify the system within two years of the date of approval to construct, approval is void, and plans must be resubmitted for Department review and approval.

B. APPROVED CHANGE ORDERS

Change (contract order number or descriptive reference)

(Reviewing Engineer)

(Title)

(Date of Approval)

C. APPROVAL TO OPERATE

The "Interim Approval to Operate" section must be completed and signed by the Department before this domestic wastewater disposal system is made available for use.

Interim Approval to Operate:

The construction of _____ domestic wastewater disposal system was completed on _____. The system is hereby granted **INTERIM APPROVAL TO OPERATE** for 90 days following the completion date. It is illegal to operate the domestic wastewater disposal system beyond 90 days without **Final Approval to Operate** from the Department.

(Reviewing Engineer)

(Title)

(Date of Approval)

Final Approval to Operate:

Record drawings and other documents submitted to the Department, or an inspection by the Department, has confirmed that the domestic wastewater disposal system was constructed in substantial conformance with the approved plans. The system is hereby granted **FINAL APPROVAL TO OPERATE**.

(Reviewing Engineer)

(Title)

(Date of Approval)

28-0678

A
L
A
S
K
A

2002-000268-0

Recording Dist 305 - Aleutian Islands
8/28/2002 9:43 AM Pages: 1 of 7

STATE OF ALASKA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
MUNICIPAL TRUST LAND

LEASE

This lease is entered into between the State of Alaska, Department of Community and Economic Development, as trustee for any future city in Iliamna the lessor, whose address is 550 W. 7th Avenue, Suite 1770, Anchorage, Alaska 99501-3510, and the Southcentral Foundation, lessee. The mailing address of the lessee is 4501 Diplomacy Drive, AK 99508.

The parties agree as follows:

1. **The Land:** The lessor agrees to lease to the lessee the surface estate of the following real property (referred to as "the land") which is located in Iliamna, Alaska, to be used by the Lessee to construct, operate, and maintain a regional clinic thereon:

The surface estate of that certain real property located in Section 10 of Township 5S., Range 33W., Seward Meridian, Alaska, being situated in the vicinity of the Native village of Iliamna within the Iliamna Recording District, 1st Judicial District, State of Alaska, more particularly described in Appendix A, attached hereto.
2. **Waiver of Fair Market Value/Rental.** The fair market value requirement for this disposal of municipal trust land is waived pursuant to 3 AAC 190.460(1) because the facilities will serve public and charitable purposes.
3. **Term.** The term of this lease is 30 years starting on June 24, 2002 and ending at midnight on June 24, 2032, unless sooner terminated as provided in this lease.
4. **Renewal of Lease.** If the lessee wants to renew the lease, the lessee must notify the lessor at least 60 days prior to the expiration date of the lease. If it is mutually determined that a new lease should be granted, the lessee will be given a right of first refusal to lease the land upon the terms fixed by the lessor.
5. **Reservation of Rights.** The lessor reserves the right to grant to others the rights and privileges to use the land not specifically and exclusively granted to the lessee. Provided that such usage does not interfere with the Lessee's use of the land for clinic and clinic related purposes. The rights and privileges granted to the lessee in this lease are the only rights and privileges granted to the lessee by this lease. The lessee has no easements, rights or privileges, expressed or implied, other than those specifically granted by this lease.
6. **Valid Existing Rights.** This lease is entered into and made subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land, in existence on the date the lease is entered into.
7. **Encumbrance of Land.** During the term of this lease, the lessee may not assign this lease or sublet this land, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor. Any such act, without prior written approval of the lessor, is void.



2 of 8
2002-000119-0

8. Subleases. The lessee shall provide the lessor with copies of all applications for subleases, assignments, proposals for development, and construction as-builts, as they become available.
9. Successors Bound. All covenants and provisions in this lease extend to and bind the legal representatives, successors, sublessees, and assigns of the parties.
10. Access to Land. The lessor or its authorized representatives reserve the right of ingress and egress.
11. Operation and Maintenance. At no cost to the lessor, the lessee will provide all utilities, services, and maintenance necessary for the lessee's use of the land. The lessee will take reasonable steps to protect the surface of the leased area and natural resources and improvements thereon and maintain the land in a reasonably neat and clean condition.
12. Surface Reservation. Unless otherwise stated in this lease, the lessee may not sell or remove for use elsewhere any of the surface resources of the land.
13. Breach and Remedies.
 - (a) If the lessee uses the land for other than clinic and clinic related purposes, the lease will automatically terminate and all interests in the land will immediately revert to the lessor or its successor pursuant to 3 AAC 190.460(1).
 - (b) Time is of the essence in this lease. If the lessee breaches any provision of this lease, other than a breach for improper use of the land which is governed by subparagraph (a), and the breach is not remedied within 30 days after written notice of it has been served on the lessee, the lessee is subject to any legal action that the lessor considers appropriate, including the termination of this lease. The lessor is not liable for any expenditure made by the lessee in the event of the termination of this lease.
 - (c) If this lease is terminated by summary proceeding or in any other manner, or if the land or any part of it is abandoned by the lessee during the term of this lease, the lessor, after written notice to the lessee, may immediately, or at any time afterwards, enter or re-enter and take possession of the land, or any part of it, without liability for any damage, and may remove all persons and property from it either by summary proceeding or by legal action. The words "entry" and "re-entry" are not restricted to their technical legal meaning.
14. Fuel.
 - (a) If fuel or any other hazardous material is handled on the land, the Lessee agrees to require properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling fuel or hazardous materials in accordance with the National Fire Protection Code and all applicable federal, state and local laws.
 - (b) In the event of a fuel spill on the land, the Lessee will cause the responsible party to immediately act to contain the fuel spill, repair any damage, absorb and clean up the spill area, and restore the land to comply with the applicable portions of Title 14 and Title 18 of the Alaska Administrative Code. The Lessee will also notify the Lessor promptly about the existence of any spill and state what actions have been taken to remedy the situation.
15. No Waiver. The failure of the lessor to insist on any one or more instance upon the strict performance by the other party of any provision in this lease may not be considered as a waiver for the future; the provision will continue in full force.



2012-000118-0



2012-000289-0

16. Surrender of Land. The lessee shall vacate the land within 120 days of the expiration, cancellation, or termination of this lease and return possession to the lessor or the successor municipality. Title to any improvements or other property not removed from the land will vest in the lessor or successor municipality. The land must be left in a clean, neat and presentable condition to the reasonable satisfaction of the lessor.
17. Indemnity of Lessor. The lessee shall indemnify and hold the lessor harmless from:
- (a) all claims and demands for loss or damage, including property damage, personal injury, wrongful death, and wage or employment claims, arising out of or in connection with the use or occupancy of the land by the lessee or its successor, or at its invitation; and
 - (b) any accident or fire on the land; and
 - (c) any nuisance on the land; and
 - (d) any failure of the lessee to keep the land in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and
 - (e) any assignment, sublease, or conveyance attempted or successful, by the lessee which is contrary to the provisions of this lease.

The lessee will keep all goods, materials, furniture, fixtures, equipment, machinery, and other property on the land at its sole risk, and will hold the lessor harmless from any claim of loss or damage to them by any cause.

18. Notice of Claim. The parties agree to immediately notify each other of any claim, demand, or lawsuit arising out of or affecting the lessee's occupation or use of the land. Both parties will fully cooperate in the investigation and litigation of any claim, demand, or lawsuit affecting the land.
19. Laws and Taxes. At no expense to the lessor, the lessee will conduct all activities authorized by this lease in compliance with all federal, State, and local laws, ordinances, rules and regulations now or hereafter in force, which apply to the activities authorized herein or to the use, care, operation, maintenance, and protection of the clinic, including but not limited to matters of health, safety, sanitation, and pollution. The acquisition of any necessary licenses or permits and payment of any taxes and special assessments accruing against the land during this lease term will be the responsibility of the lessee or its sublessees and not that of the lessor or the successor municipality.
20. Notices. All notices and other writings required or permitted by this lease must be sent by registered or certified mail, postage prepaid, to the parties at the following addresses. A party must notify the other in writing of any change in address.

Lessor: Municipal Land Trust Officer
Department of Community and Economic Development
550 W. 7th Avenue, Suite 1770
Anchorage, Alaska 99501-3510

Lessee: Southcentral Foundation
4501 Diplomacy Drive,
Suite 200
Anchorage, AK 99508



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2002-000119-0

2002-000208-0

21. Denial of Warranty Concerning Title or Conditions. The lessor make no specific warranties, expressed or implied, concerning the title or condition of the land, including survey, access, or suitability for any use, including those uses authorized by this lease. The lessee leases the land subject to any and all of the covenants, terms, and conditions affecting the lessor's title to the land.
22. Discrimination. The lessee agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age, marital status, or sex will not be permitted on the land against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. The lessee recognizes the right of the lessor to take any action necessary to enforce this covenant, pursuant to any federal or State law. Notwithstanding the foregoing, Lessor acknowledges that the Lessee provides health care services to beneficiaries eligible to receive health care services from the Indian Health Service, and will do so at the clinic.
23. Integration and Modification. This lease, including all documents, which by reference are incorporated in it or made a part of it, contains the entire agreement between the parties. No modifications or amendments to this lease are effective unless in writing and signed by both parties.
24. Severability of Clauses of Lease. If any provision or covenant of this lease is declared to be invalid by arbitration or a court of competent jurisdiction, the remaining provisions and covenants will continue in full force.
25. Effective Date. The effective date of this lease will be the date that this lease is signed by both parties.
26. Headings. The heading of the numbered paragraphs in this lease shall not be considered in construing any provision of this lease.

BY SIGNING THIS LEASE, the State of Alaska, as lessor, and the lessee, agree to be bound by the provision as out above.

Attachment: Appendix A Legal Description



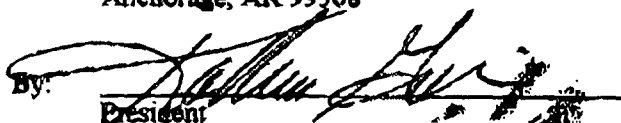
2002-000119-0



2002-000202-0

Lessee.

Southcentral Foundation
4501 Diplomacy Drive
Suite 200
Anchorage, AK 99508

By: 
President

ACKNOWLEDGEMENT


STATE OF ALASKA.
Iliamna Recording District
3rd Judicial District

)
) ss.
)



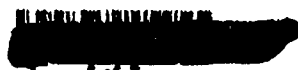
This is to certify that on June 17th 2002 before me appeared
Katherine Bottlieb known by me to be the President of the Southcentral Foundation
who is authorized to sign this LEASE by the Board of Directors, and who executed this LEASE and
acknowledged voluntarily signing it on behalf of the South Central Foundation as lessee.

(SEAL)


Notary Public for Alaska
My commission expires: 10/31/2005



2002-000118-0



2002-000208-0

Lessor:
STATE OF ALASKA
Department of Community and Economic
Development as Trustee for any future city established
in the Native village of Iliamna.

By: 
Patrick Poland
Municipal Land Trust Officer

ACKNOWLEDGEMENT

STATE OF ALASKA
Iliamna Recording District
3rd Judicial District

)
)ss.
)

THIS IS TO CERTIFY that on the 24th day of June, 2002, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Patrick Poland, Municipal Land Trust Officer acting under delegation of authority for the Commissioner of the Department of Community and Economic Development, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Iliamna, Alaska, and acknowledged that this LEASE was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in himself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Keith R. Jost
Notary Public for Alaska
My Commission expires: 6-29-03



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2002-000118-0



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2002-000202-0

APPENDIX A

LEGAL DESCRIPTION
Iliamna Subdivision Addition No. 2

The surface estate of that certain real property located in Section 10 of Township 5S., Range 33W., Seward Meridian, Alaska, being situated in the vicinity of the Native village of Iliamna within the Iliamna Recording District, 3rd Judicial District, State of Alaska.

More particularly described as lot 4A on the Iliamna Subdivision Addition No. 2 subdivision plat recorded as Plat 2002- 3 of the Iliamna Recording District on June 5, 2002. Containing 5.47 acres.



(United States of America)
(State of Alaska)) ss

THIS IS TO CERTIFY that the foregoing is a full, true and correct copy of the document as it appears in the records and files of my office.

IN THE WITNESS WHEREOF, I have hereunto set my hand and have affixed my official seal at ANCHORAGE, Alaska, this 7th day of July, 2002.
Recorder: *[Signature]*

By: *[Signature]*

Please return the original recorded document to:

Division of Community and Business Development
Department of Community and Economic Development
550 W. 7th Ave., Suite 1770
Anchorage, AK 99501-3510
Attention: Keith Jost 269-4548



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2002-000119-0



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2002-000288-0

0549A
28-0678

2002-000267-0

Recording Dist: 305 - Aleutian Islands
6/28/2002 9:43 AM Pages: 1 of 4

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DEED

Municipal Trust Land
Iliamna, Alaska

This Deed is made by and between Iliamna Natives Limited, an Alaskan corporation, the Native village corporation for the village of Iliamna, Alaska, (GRANTOR), whose mailing address is P.O. Box 245, Iliamna, AK 99606 and the State of Alaska, Department of Community and Economic Development, as Trustee for any future municipal corporation that may be established in the village of Iliamna, Alaska (GRANTEE). The mailing address of the GRANTEE is 550 W. 7th Ave. Suite 1770, Anchorage, Alaska 99501.

The GRANTOR, as provided by AS 44.33.755 and 3 AAC 190.025, for and in consideration of the satisfaction of the requirements of Section 14(p)(3) of the Alaska Native Claims Settlement Act (ANCSA) does hereby quitclaim and convey unto the GRANTEE, all present and after-acquired right, title and interest, if any, in and to the surface estate of the tract of land generally described as follows:

The surface estate of that certain real property located in Section 10 of Township 5S., Range 13W., Seward Meridian, Alaska, being situated in the vicinity of the Native village of Iliamna within the Iliamna Recording District, 3rd Judicial District, State of Alaska, more particularly described in Appendix A, attached hereto.

The purpose of this deed is to convey a parcel of land pursuant to the terms of an Agreement to Convey dated August 23, 1994, recorded in the Iliamna Recording District in Book 22, Pages 1 through 11 on September 7, 1994.

It is stipulated, that any net revenues derived from the sale of surface resources harvested or extracted from these lands shall be paid to the ANCSA Corporation by the GRANTEE or future Municipal Corporation: provided, however, that the word "sale", as used in the preceding sentence, shall not include the utilization of surface resources for governmental purposes by the GRANTEE or future Municipal Corporation, nor shall it include the issuance of free use permits or other authorization for such purposes.

GRANTOR

Iliamna Natives Limited

ATTEST:

Secretary

BY:

President

Date:

6-12-02

Appendix A: Legal Description



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2002-000118-0

ACKNOWLEDGEMENT

STATE OF ALASKA

THIRD JUDICIAL DISTRICT

)
)ss.

THIS IS TO CERTIFY THAT ON THE 12th day of June, 2002, before me, the undersigned Notary Public for the State of Alaska, or U. S. Postmaster, duly commissioned and sworn as such, personally came Harvey Anelon, President and Lorene Anelon, Secretary respectively, of Iliamna Natives Limited organized and existing under the laws of the State of Alaska, to me known to be the said officers, respectively of said Corporation, and acknowledged that the seal affixed within this DEED is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by the authority of its Board of Directors, and Harvey Anelon, President and Lorene Anelon, Secretary of Iliamna Natives Limited acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Kaiti Jost
Notary Public for Alaska
(or U.S. Postmaster)
My Commission expires: 6-29-03



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2002-000118-0



2002-000247-0

ACCEPTANCE

In accordance with AS 44.33.755(a) and 3 AAC 190.015(5), this grant is hereby accepted by the STATE OF ALASKA, in trust for any municipal corporation established in Iliamna in the future.

GRANTEE

STATE OF ALASKA
DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT

By: [Signature]
Patrick Poland
Municipal Land Trust Officer

Date: 6/17/02

ACKNOWLEDGEMENT

STATE OF ALASKA

3rd JUDICIAL DISTRICT

)
)ss.
)

THIS IS TO CERTIFY that on the 17th day of June, 2002, before me, the undersigned Notary Public for the State of Alaska, duly commissioned and sworn as such, personally came Patrick Poland, Municipal Land Trust Officer acting under delegation of authority for the Commissioner of the Department of Community and Regional Affairs, for and on behalf of the STATE OF ALASKA as trustee for any municipal corporation which may be established in the future at Iliamna, Alaska, and acknowledged that this DEED was signed and sealed on behalf of the STATE OF ALASKA by proper authority delegated and vested in himself, and acknowledged further said instrument to be the free act and deed of said STATE OF ALASKA.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Keith R. Junt
Notary Public for Alaska
My Commission expires: 6-29-03



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2002-000118-0



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2002-000267-0

APPENDIX A

LEGAL DESCRIPTION
Iliamna Subdivision Addition No. 2

The surface estate of that certain real property located in Section 10 of Township 55., Range 33W., Seward Meridian, Alaska, being situated in the vicinity of the Native village of Iliamna within the Iliamna Recording District, 3rd Judicial District, State of Alaska.

More particularly described as lot 4A on the Iliamna Subdivision Addition No. 2 subdivision plat recorded as Plat 2002- 3 of the Iliamna Recording District on June 5, 2002. Containing 5.47 acres.



United States of America)
State of Alaska) ss

THIS IS TO CERTIFY that the foregoing is a full, true and correct copy of the document as it appears in the records and files of this office.

IN THE WITNESS WHEREOF, I have hereunto set my hand and have affixed my official seal in Anchorage, Alaska, this 20th day of July, 2002.

Recorder

By

[Signature]

Please return the original recorded document to:

Division of Community and Business Development
Department of Community and Economic Development
550 W. 7th Ave., Suite 1770
Anchorage, AK 99501-3510
Attention: Keith Jost 269-4548



2002-000118-0



2002-000287-0

QUARTERLY FINANCIAL REPORT
Iliamna Lake Villages Subregional Health Center - Construction
PROJECT NUMBER 0051-DC-2002-14

PERIOD COVERED: April 1, 2002-June 30, 2002

	Quarter Ending 6/30/02	Quarter Ending 9/30/02
Total Project Budget	4,594,039	
Total Denali Commission Funding	3,586,283	
Total Project Expenditures by End of Quarter	-	
Total Denali Commission Fund Expenditures by End of Quarter	-	
Percentage of Total Expenditures to Total Budget	0%	
Percentage of Denali Expenditures to Denali Budget	0%	

Project Performance Analysis
For Period Ending 6/30/02

	Budget	Expenditures	Obligations	Work Performed	Amount Remaining
Construction	4,429,408	-	-	-	4,429,408
Indirect	164,631	-	-	-	164,631
Totals	4,594,039	-	-	-	4,594,039